

**DEANGELIS DIAMOND
CONSTRUCTION, LLC,**

Plaintiff/Counter Defendant,

v.

ROGERS MANUFACTURING, LLC,

Defendant/Counter Plaintiff.

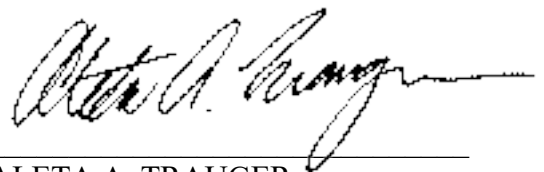
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the court's holding that the Master Materials List was not binding or part of the contract. (*See* Doc. No. 73 at 6–7.)

Those potentially improper purposes, however, do not negate the plain relevance of the Master Materials List to explaining the basics of this case to the jury. For one thing, the Master Materials List is relevant to determining what quantity of materials was actually provided by RMC. The testimony of RMC's Rule 30(b)(6) witness regarding what was provided discussed the issue specifically in reference to the List, explaining that RMC "supplied everything on our original breakdown and about 13 percent more." (Doc. No. 46-3 at 58.) More broadly, it is simply impossible to ignore the role that the Master Materials List played in the facts leading up to the impasse between the parties. Although DDC is correct that the List is not binding and cannot alter the contract, neither of those facts defeats relevance. Nor is there any improper risk of confusing the jury, which can be instructed regarding the fact that the Master Materials List was not part of the contract, if necessary. If anything, it would be significantly more confusing to try to explain these events to the jury without acknowledging the Master Materials List.

DDC's Motion in Limine No. 2 to Exclude Rogers Manufacturing Corp.'s Master Materials List and Related Testimony (Doc. No. 61) is, therefore, **DENIED**.

It is so **ORDERED**.

A handwritten signature in black ink, appearing to read 'Aleta A. Trauger', written over a horizontal line.

ALETA A. TRAUGER
United States District Judge